UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

ALTARIS CONSULTING LLC 5292 Eshelman Street Louisville, Ohio 44641 Plaintiff, v. ONTOP TECHNOLOGY CORPORATION 614 N. 48th Street Suite 1033 Phoenix, AZ 85008 Defendant.	)))))))))))))))	CASE NO. JUDGE:

COMPLAINT

Now comes the Plaintiff Altaris Consulting LLC, by and through undersigned counsel, and for its Complaint, states as follows:

PARTIES, JURISDICTION, AND VENUE

1. Altaris Consulting LLC ("Plaintiff"), at all times mentioned herein, was and is an Ohio limited liability company in good standing doing business and located in Stark County, Ohio. Plaintiff is in the business of providing audit support services to technology companies such as the Defendant.

2. Upon information and belief, onTop Technology Corporation ("Defendant" or "onTop"), at all times mentioned herein, was and is an active corporation which transacts business in the State of Ohio, and has its principal place of business in the State of Arizona.

3. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 as the matter in controversy is between citizens of different states and exceeds the sum or value of Seventy-Five Thousand Dollars ($75,000.00), exclusive of interest and costs.

4. Venue is proper in this District, pursuant to 28 U.S.C. § 1391(a)(2) and (b)(2), because a substantial part of the events or omissions giving rise to the claims alleged in this litigation occurred in this District.

BACKGROUND ALLEGATIONS

5. Plaintiff incorporates paragraphs 1 through 4 of its Complaint as fully rewritten herein.

6. Plaintiff and Defendant entered into a contract on March 13, 2015 whereby, Plaintiff would offer the following services:

a. Provide overall audit support services to onTop relating to the Microsoft SPLA audit.

b. Consult with onTop in settlement negotiations between onTop and Microsoft.

c. Reduce exposure and amounts owned that are being demanded by Microsoft.

d. Advise and/or negotiate favorable settlement release language.

e. Advise and provide guidance on go-forward SPLA reporting.

(A copy of the Agreement is attached as Exhibit A.)

7. Plaintiff completed the work and invoiced the Defendant the amount of $134,004.00.

8. Defendant made a single payment of $11,167.00 but has failed and refused to pay the balance due in the total amount of $122,837.00.

COUNT I
(Breach of Contract)

9. Plaintiff restates and incorporates the allegations contained in each and the preceding paragraphs 1 through 8 as if fully rewritten herein.

10. Defendant entered into a contract with Plaintiff to provide certain enumerated services and Defendant agreed to pay Plaintiff for these services.

11. Plaintiff performed all of its obligations under the terms of the contract but Defendant has breached the contract by refusing to pay the balance due in full.

12. Defendant has breached the contract and has caused the Plaintiff to suffer in damages of $122,837.00.

COUNT II
(Promissory Estoppel)

13. Plaintiff restates and incorporates the allegations contained in each and the preceding paragraphs 1 through 12 as if fully rewritten herein.

14. Plaintiff provided its services to Defendant, all to the benefit of Defendant, in reasonable reliance upon Defendant's representation that Plaintiff would be paid according to the terms and conditions customary in the industry.

15. As a direct and proximate result of such reasonable reliance, Plaintiff changed its position, to its detriment, without being fully paid for the goods provided, and, therefore, Defendant is estopped from denying its obligations to pay Plaintiff.

16. As a direct and proximate result of Defendant's actions or inactions, Plaintiff has been damaged in the amount of $122,837.00.

COUNT III
(Unjust Enrichment)

17. Plaintiff restates and incorporates the allegations contained in each and the preceding paragraphs 1 through 16 as if fully rewritten herein.

18. Defendant has been unjustly enriched by the services provided by Plaintiff over and above what Defendant is entitled to receive given the unpaid balance owing to Plaintiff and equity demands that Defendant be disgorged of the benefits conferred upon them by Plaintiff.

19. As a direct and proximate result of this unjust enrichment, Plaintiff has been damaged in the amount of $122,837.00.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Altaris Consulting LLC, respectfully demands judgment against Defendant on Counts I through III in the amount of $122,837.00 and such other relief as this Court deems just and proper.

Respectfully submitted,

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